

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN RE:

JOSE ANGEL HERNANDEZ ORTIZ
Debtor(s)

Firstbank Puerto Rico

Movant

JOSE ANGEL HERNANDEZ ORTIZ
and Chapter 13 Trustee,
ALEJANDRO OLIVERAS RIVERA

Respondent(s)

CASE NO. 10-11575 BKT

CHAPTER 13

11 USC 362 d(1) d(2)

Relief from stay for cause

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, Firstbank Puerto Rico, secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
3. In this case, an Order for Relief was entered on December 10, 2010.
4. Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for \$108,000.00, bearing interest of 7.95%, due on September 01, 2036.
5. Since the filing date, debtor account has accumulated **Post Petition** arrears as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) **and any other arrears that continue to accrued up to the date all post petitions arrears are paid.**

6. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is movant Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

7. Said default deprive movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to ALEJANDRO OLIVERAS RIVERA, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at theirs address of record in this case.

In San Juan, Puerto Rico, on the 23 day of March, 2011.

CARDONA JIMENEZ LAW OFFICES, PSC
Attorney for Firstbank Puerto Rico
PO Box 9023593
San Juan, PR 00902-3593
Tels: (787) 724-1303, Fax No. (787) 724-1369
E-mail: jf@cardonalaw.com

s/José F. Cardona Jiménez, USDC PR 124504
jf@cardonalaw.com



REQUEST FOR DISMISSAL

ATTORNEY CARDONA & JIMENEZ

Loan Number 224887
Debtor JOSE HERNANDEZ-ORTIZ
Co-Debtor _____
BKR # 10-11575 CHPT 13 DATE FILED 12/10/2010
Payments due 4 Pre-pet 2 Post-pet 2
Due Date Principal Balance

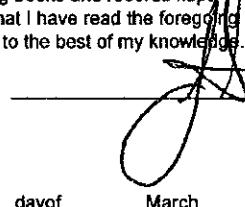
Post- Petition arrears:

<u>2</u>	Months at	<u>\$ 806.53</u>	<u>\$ 1,613.06</u>
	Months at		<u>\$ -</u>
Late Charges at			<u>\$ 78.88</u>
Legal Cost			<u>\$ 400.00</u>
Foreclosure Fees			<u>\$ -</u>
Inspections			<u>\$ 12.50</u>
Bad Chek Fee			<u>\$ -</u>
Other Charges			<u>\$ -</u>
			TOTAL <u>\$ 2,104.44</u>

All reinstatement payments must be made up to the current month, including legal fees & late charges

Verified Declaration

I, the undersigned, declare under penalty of perjury that the amounts claimed by Movant in the foregoing Request for Dismissal, represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty that I have read the foregoing Motion from the Automatic Stay and that the facts alleged are true and correct to the best of my knowledge.

Name BANKRUPTCY OFFICER 

This Request for Dismissal was prepared This 17 day of March of 2011



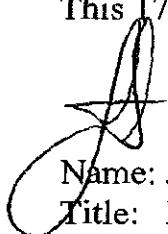
***UNSWORN STATEMENT
UNDER PENALTY OF PERJURY***

The undersigned hereby certifies the following under penalty of perjury:

Debtor (s) Jose Hernández Ortiz

- Loan Number:224887
- Principal balance: \$103,677.74
- Monthly late charges: \$ 39.44
- Pre-petition arrears and other charges: \$ 2,656.28
- Post-petition arrears: \$2,104.44
- Other charges: \$.
- Last post-petition installment was received on 02/24/11 applied to 01/01/11
- _____ No post-petition payments have been made.
- Present value interest compounded at 7.95000%, per annum.

This 17 day of March of 2011.



Name: Juan A Benitez
Title: Bankruptcy Officer

IN RE:224887

Jose Hernández Ortiz

Q# 10-11575

Debtor(s)

CHAPTER: 13

VERIFIED STATEMENT

I, Juan A Benitez of legal age Single resident of

San Juan, Puerto Rico, state under penalty of perjury as follows;

That as to this date March 17, 2011 by search and review of the records

kept by FirstBank in the regular course of business in regard to debtor

account with this bank there is no information that will lead the undersign to belief that

debtor is a service member either on active duty or under a call to active duty, in the

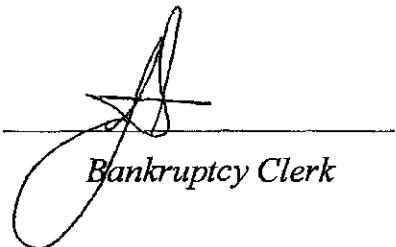
National Guard or as a commission officer of the Public Health Services or the National

Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status
has change.

That as part of my search I examined the following documents or records
available to me.

In testimony, wherefore I sign this document under penalty of perjuring in San
Juan, Puerto Rico on March 17 2011.



A handwritten signature consisting of a stylized 'J' shape followed by a cross-like stroke and a vertical line. Below the signature is the title 'Bankruptcy Clerk' written in a cursive script.

Department of Defense Manpower Data Center

Mar-22-2011 11:07:26



Military Status Report
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
HERNANDEZ	JOSE ANGEL		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.		

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
 Department of Defense - Manpower Data Center
 1600 Wilson Blvd., Suite 400
 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq., as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

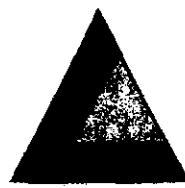
Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID:U7QKHC7EHF



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660

FAX: (787) 782-5888

TSEARCH@LORDTITLE.COM

Notice:

CASE: CARDONA JIMENEZ LAW OFFICES Bianca Bankruptcy #10-11575

RE: José A. Hernández Ortiz Account 4887 Firstbank

PROPERTY NUMBER: #14,618 recorded at page 61 of volume 298 of Toa Alta
Property Registry of Bayamón. Section 3rd.

DESCRIPTION: URBANA: Solar radicado en la Urbanización Alturas de Bucarabones situado en el barrio Ortiz del término municipal de Toa Alta, Puerto Rico, y contiene una casa residencial de concreto armado y bloques diseñada para una familia, bloque y número del solar 3-S29, área del solar 296.37 metros cuadrados, en lindes por el Norte, en 19.50 metros con la calle #43; por el Sur, en 23.00 metros con el solar #3-S-30; por el Este en 9.50 metros y un arco de 5.50 metros con la calle #44 y por el Oeste, en 13.00 metros con el solar #3-S-28.

ORIGIN: Main Property #13,104 recorded at page 12 of volume 270 of Toa Alta

FEE SIMPLE: Title is vested in favor of DAVID DISDIER ASTACIO married with LUZ ENID BAEZ ARROYO who acquired for the purchase price of \$45,720.00 from Futura Development of P.R., pursuant to Deed #26 executed in Toa Alta on February 13, 1989 before Notary Public Miguel Baeza Rolón, recorded at page 61 of volume 298 of Toa Alta, property #14,618 and inscription 1st.

ENCUMBRANCES: By its origin: Easements and Restrictive Conditions

BY ITSELF:

FREE OF LEAN AND ENCUMBRANCES

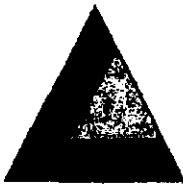
PENDING DOCUMENTS: To Entry 683 of Daily log 464 filed for record on December 30, 2004, Deed #2142 in San Juan on December 16, 2004 before Notary Public Luis A. Archilla Diaz about constituted mortgage in guaranteeing in favor of Doral Financial Corp., for the amount of \$77,901.00 at 6% due at January 1, 2030.

To Entry 263 of Daily log 481 filed for record on September 5, 2006, Deed #14 in San Juan on August 15, 2006 before Notary Public Rubén González Marrero about Luz Enid Baez Arroyo and her husband David Disdier Astacio, sales this property in favor of José Angel Hernández Ortiz, single, for the amount of \$120,000.00.

To Entry 264 of Daily log 481 filed for record on September 5, 2006, Deed #603 in San Juan on August 15, 2006 before Notary Public Jorge García Soto about of constituted mortgage in guaranteeing in favor of First Bank of P.R., for the amount of \$108,000.00 at 7.95% due at September 1, 2036.

To Entry 494 of Daily log 486 filed for record on May 11, 2007, Deed #829 in San Juan on March 23, 2007 before Notary Public Luis A. Noriega Morales about cancelled mortgage for the amount of \$77,901.00.

CONTINUE.....



LORD TITLE SERVICE CO.

713 ANDALUCIA AVENUE PUERTO NUEVO
SAN JUAN, PUERTO RICO 00920
WWW.LORDTITLE.COM

PHONE: (787) 774-1660
FAX: (787) 782-5888
TSEARCH@LORDTITLE.COM

Notice:

PROPERTY #14618 OF TOA ALTA
PAGE 2

NOTE: NEW INFORMATION SUBMITTED TO THE PROPERTY REGISTRY, MAY TAKE A FEW DAYS TO BE REFLECTED INTO THE AGORA ELECTRONIC SYSTEM. WE ARE NOT LIABLE FOR ERRORS AND / OR OMISSIONS CREATED BY THIS SITUATION.

Run for states attachments, including Law #12 of 2010 and federal attachments, judgments and Electronic Daily Log (Agora System).

January 11, 2011

1101-0086


NOEL A. HERNANDEZ GUZMAN

PRESIDENT

27-b

THIS IS NOT A TITLE INSURANCE POLICY AND SHOULD NOT BE RELIED UPON AS SUCH.
TITLE LIABILITY FOR THE TITLE SEARCH RELATED TO THE AMOUNT PAID FOR IT
COMES FROM THE PROTECTION PROVIDED AND LEADS SHOULD REQUIRE A TITLE INSURANCE POLICY.

PAGARE

US \$108,000.00

San Juan, Puerto Rico
City-(Ciudad)

August 15, 2006
de de

---FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay FIRSTBANK PUERTO RICO
---POR VALOR RECIBIDO, el (los) suscribiente(s) ("Deudor") promete(n) pagar a

or order the principal sum of ONE HUNDRED EIGHT THOUSAND
o a su orden, la suma principal de

DOLLARS (\$108,000.00)

Dollars, with interest on the unpaid principal balance from the date of this Note, until paid, at the
Dólares, con intereses sobre el balance insoluto de principal desde la fecha de este Pagare hasta su pago a
rate of seven point ninety five (7.95%) percent per annum. Principal and interest shall be payable at
razón del por ciento anual. El principal e intereses serán pagaderos en

San Juan, Puerto Rico

or such other place as the Note holder may designate in writing, in consecutive monthly installments of
o en cualquier otro lugar que el tenedor de este Pagare indique por escrito, en plazos mensuales y consecutivos de

SEVEN HUNDRED EIGHTY EIGHT DOLLARS AND SEVENTY CENTS Dollars (US\$ 788.70),
Dolares (US\$ _____),

on the first day of each month beginning October 1st, 2006 until
en el primer dia de cada mes comenzando el de de hasta

the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner
que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes
paid, shall be due and payable on September 1st, 2036
pagada, quedará vencida y pagadera en

---If any monthly installment under this Note is not paid when due and remains unpaid after a date
---Si cualquier plazo mensual bajo este Pagare no es pagado cuando vence y permanece impagado luego de la fecha
specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon
especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulada sobre la misma
shall at once become due and payable at the option of the Note Holder. The date specified shall not be less
quedarán inmediatamente vencidos y pagaderos a opción del tenedor de este Pagare. La fecha especificada no será anterior
than thirty days from the date such notice is mailed. The Note holder may exercise this
a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagare podrá ejercitar esta
option to accelerate during any default by Borrower regardless of any prior forbearance.
opción de aceleración durante cualquier incumplimiento del Deudor, no empece cualquier indulgencia de morosidad anterior.

If suit is brought to collect this Note, the Note holder shall be entitled to collect in such
De radicarse procedimiento judicial para el cobro de este Pagare, el tenedor de este Pagare tendrá derecho a cobrar en dicho
proceeding the agreed and liquidated amount of ten percent of the original principal amount hereof to
procedimiento la suma pactada y líquida de diez por ciento de la suma original de principal del presente para

cover costs and expenses of suit, including but not limited to, attorney's fees.
cubrir los costos y gastos de dicho procedimiento, incluyendo, sin implicar limitación, honorarios de abogado.

---Borrower shall pay to the Note holder a late charge of five percent (5%) of any
---El Deudor pagará al tenedor de este Pagare un cargo por pago atrasado de cinco por ciento (5%) de cualquier plazo
monthly installment not received by the Note holder within fifteen (15) days after the
mensual que no sea recibido por el tenedor de este Pagare dentro de quince (15) días después de la fecha de
installment is due.
vencimiento de dicho plazo.

---Borrower may prepay the principal amount outstanding in whole or in part. The Note holder
---El Deudor podrá pagar por anticipado la totalidad o parte del balance insoluto de principal. El tenedor de este Pagare
may require that any partial prepayment (i) be made on the date monthly installments are due
podrá requerir que cualesquier pagos parciales (i) sean hechos en la fecha en que venzan plazos mensuales
and (ii) in the amount of that part of one or more monthly installments which would be applicable
y (ii) sean en la cuantía de aquella parte de uno o más plazos mensuales que sería aplicable

a principal. Cualquier pago par. por anticipado será aplicado con el principal insólito y shall not postpone the due date of any subsequent monthly installments or change the amount of such no pospondrá la fecha de vencimiento de cualquier plazo mensual subsiguiente ni cambiará el monto de dichos installments, unless the Note holder shall otherwise agree in writing. If, within five years from the date plazos, a menos que el tenedor de este Pagaré acuerde lo contrario por escrito. Si, dentro de cinco años desde la fecha of this Note, the undersigned makes any prepayments in any twelve month period beginning with the de este pagaré, los suscriptores hacen cualquier pago anticipado en cualquier periodo de doce meses comenzando con la date of this Note or anniversary dates thereof ("loan year") with money lent to the undersigned by a fecha de este Pagaré o la de sus aniversarios ("año del préstamo") con dineros prestados a los suscriptores por un lender other than the holder hereof, the undersigned shall pay the holder hereof (a) during the first prestador que no sea el tenedor del presente, los suscriptores pagarán al tenedor del presente (a) durante el primer loan year 3 percent of the prepaid amount (b) during the second and third año del préstamo por ciento de la cuantía prepagada (b) durante el segundo y tercer loan years 2 percent of the prepaid amount and (c) during the fourth and fifth año del préstamo por ciento de la cuantía prepagada (c) durante los cuarto y quinto loan years 1 percent of the amount by which the sum of prepayments made in años del préstamo por ciento de la cuantía por la cual el total de los pagos anticipados hechos en any such loan year exceeds twenty percent of the original principal amount of this Note. cualquier dicho año de préstamo excede al veinte por ciento de la cantidad original del principal de este Pagaré.

--Presentment, notice of dishonor, and protest are hereby waived by all makers, --Por la presente se renuncian los derechos de presentación, aviso de rechazo, y protesta por todos los otorgantes, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all fiadores, garantizadores y endosantes del presente. Este Pagaré constituye obligación solidaria de todos sus makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs, otorgantes, fiadores, garantizadores y endosantes y les obliga así como a sus herederos, personal representatives, successors and assigns. representantes personales, sucesores y cesionarios.

--Any notice to Borrower provided for in this Note shall be given by mailing such notice by --Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser enviada por certified mail addressed to Borrower at the Property Address stated below, or to such other address as correo certificado dirigida al Deudor a la Dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be el Deudor designe mediante notificación al tenedor de este Pagaré. Cualquier notificación al tenedor de este Pagaré deberá ser given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección stated in the first paragraph of this Note, or at such other address as may have been designated by indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notice to Borrower. notificación al Deudor.

--The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith, --La deuda evidenciada por este Pagaré está garantizada por una Hipoteca, de fecha igual a la del presente, on property as indicated in Deed number 603 before the subscribing Notary. sobre propiedad según indicada en la Escritura número _____ ante el Notario suscribiente.

3S 29 44ST ALTURAS DE BUCARABONES
TOA ALTA, P.R. 00953

JOSÉ ANGEL HERNANDEZ ORTIZ

Property Address
Dirección de la Propiedad

APP. # 19,213

Subscribed to and acknowledge before me, the Notary,
by the appearing party (parties) being personally
known to me, in San Juan, ---- Puerto Rico, the
18 day of August 2006



I HEREBY CERTIFY THAT
THIS NOTE IS A TRUE
COPY OF ITS ORIGINAL
NOTARY PUBLIC

----DEED NUMBER: SIX HUNDRED THREE (603). -----

----- FIRST MORTGAGE -----

PRIMERA HIPOTECIA

---In the City of San Juan ----- Puerto Rico, -----
---En la Ciudad de ----- Puerto Rico, -----

this fifteenth (15th.) ----- day of August two thousand -----
hoy dia ----- de -----
six (2006) -----

----- BEFORE ME -----

ANTE MI

--- JORGE GARCIA SOTO ----- , a Notary Public
--- ----- , Notario Público

in Puerto Rico, with residence in the City of Trujillo Alto, -----
en Puerto Rico con residencia en la Ciudad de -----

Puerto Rico.
Puerto Rico.

----- APPEAR -----

COMPARCÉ(B)(N)

---The person(s) mentioned in paragraph SEVENTH hereof (herein)
---La(s) persona(s) mencionada(s) en el párrafo SEPTIMO (en adelante

"Borrower"). ---
"el Deudor"). ---

---I, the Notary, hereby certify that I know the appearing parties
---Yo, el Notario, por la presente certifico que conozco a los comparecientes
herein and through their statements as to their ages, civil status,
y por sus dichos de sus edades, estados civiles,
occupations and residences. They assure me that they have, and in my
ocupaciones y residencias. Ellas me aseguran que tiene y a mi
judgment they do have, the necessary legal capacity to execute this
juicio tienen, la capacidad legal necesaria para otorgar este
deed; wherefore they freely
escritura; por tanto libremente

----- STATE AND COVENANT -----

DECLARAN Y CONVIENEN

---FIRST: That Borrower is owner of the property described in
---PRIMERO: Que el Deudor es dueño de la propiedad descrita en
paragraph FIFTH hereof (herein, "Property") and has the
el párrafo QUINTO de la presente (en adelante "la Propiedad") y que tiene el
right to mortgage said Property, that the Property is unencumbered,
derecho de hipotecar dicha Propiedad, que la Propiedad se halla libre de cargas



and that Borrower will warrant and defend the title to said
y gravámenes y que el Deudor garantizará y defenderá su título a dicha
Property against, all claims and demands, subject to any declarations,
Propiedad contra toda reclamación y demanda, sujeto a cualquier declaración
easements or restrictions listed in a schedule of exceptions to coverage
servidumbres o restricción detallada en la lista de excepciones a cubierta
in any title insurance policy insuring the interest in the Property
en cualquier póliza de seguro de título que asegure el interés en la Propiedad
of the Lender mentioned in paragraph EIGHTH hereof (herein
del Prestador mencionado en el párrafo OCTAVO en la presente (en adelante
"Lender").
"el Prestador").

---SECOND: That Borrower is indebted to Lender in the
---SEGUNDO: Que el Deudor adeuda al Prestador la

principal sum of ONE HUNDRED EIGHT THOUSAND DOLLARS
suma principal de
(\$108,000.00)

with interest thereon at the rate of seven point ninety five (7.95%)
con interés sobre la misma a razón del
percent (—%) per annum, which indebtedness is evidenced by a certain
por ciento (—%) anual, cuya deuda está evidenciada por un
note payable to Lender, or to its order, dated August fifteen (15)---
pagaré pagadero al Prestador, o a su orden, fechado
two thousand six (2006) ---

(herein "Note") providing for monthly installments of
ten adelante "el Pagaré") en el cual se dispone para el pago de plazos mensuales de
principal and interest with the balance of the indebtedness, if not
principal e intereses con el balance de la deuda, si no ha sido
sooner paid, due and payable on September first (1st.) two thousand
antes de vencido, vencecido y pagadero el
thirty six (2036) ---

bearing Affidavit Number nineteen thousand two hundred thirteen
(19,213). ---

---THIRD: To secure to Lender or to the holder by endorsement of
---TERCERO: Para garantizar al Prestador o al tenedor por endoso del
the note (a) the repayment of the indebtedness evidenced by the Note,
Pagaré (a) el pago de la deuda evidenciada por el Pagaré,
with interest thereon. (b) the performance of the covenants and
con sus intereses. (b) el cumplimiento de los pactos y
agreements of Borrower herein contained, (c) an amount of ten percent
convenios del Deudor aquí contenidos. (c) una suma equivalente al diez por ciento
of the original principal amount of the Note to cover costs, expenses and
de la cuantía original del principal de Pagaré para cubrir costas, gastos y

- - FIFTH: The Property.
- - QUINTO: La Propiedad.

--The description of the mortgaged Property is: _____
-- La descripción de la Propiedad es la siguiente: _____

----URBANA: Solar radicado en la Urbanización Alturas de Bucarabones situada en el Barrio Ortiz del término municipal de Toa Alta, Puerto Rico y contiene una casa residencial de concreto armado y bloques diseñada para una familia. Bloque y número del solar , tres S-Veintinueve. Área del solar : DOSCIENTOS NOVENTA Y SEIS PUNTO TREINTA Y SIETE METROS CUADRADOS (296.37 M/C). En lindes por el NORTE, en diecinueve punto cincuenta metros, con la calle número cuarenta y tres; por el SUR, en veintitrés metros, con el solar tres-S-treinta; por el ESTE, en nueve punto cincuenta metros y un arco de cinco punto cincuenta metros, con la calle número cuarenta y cuatro; y por el OESTE, en trece metros, con el solar número tres-S-veintiocho. -----

which together with all the structures, improvements now or--
la cual junto con todas las estructuras, mejoras actuales o---
hereafter erected on the Property and all easements, rights,---
futuras en la propiedad y todas las servidumbres, derechos,---
appurtenances, rents, royalties, mineral, oil and gas rights---
pertencencias, rentas, derechos y beneficios de minas, petróleo---
and profits, water, water rights and water stock and all---
y gas, agua, derechos de agua e inventario de agua y todos---
fixtures now and hereafter attached to the Property, all of---
los muebles actualmente o en el futuro adheridos a la Propie---
which, including replacements and additions thereto shall be---
dad, todos los cuales, incluyendo los que los reemplazan o---
deemed to be and remain a part of the Property covered by---
se le añaden en el futuro serán considerados como parte de ---
this Mortgage. ---
la Propiedad cubierta por esta Hipoteca.

---The Property is recorded at page sixty one (61) of volume two hundred
---La Propiedad ---

ninety eight (298) of Toa Alta, property number fourteen thousand six
hundred eighteen (14,618) Registry of the Property of Bayamón, Third
Section. ---

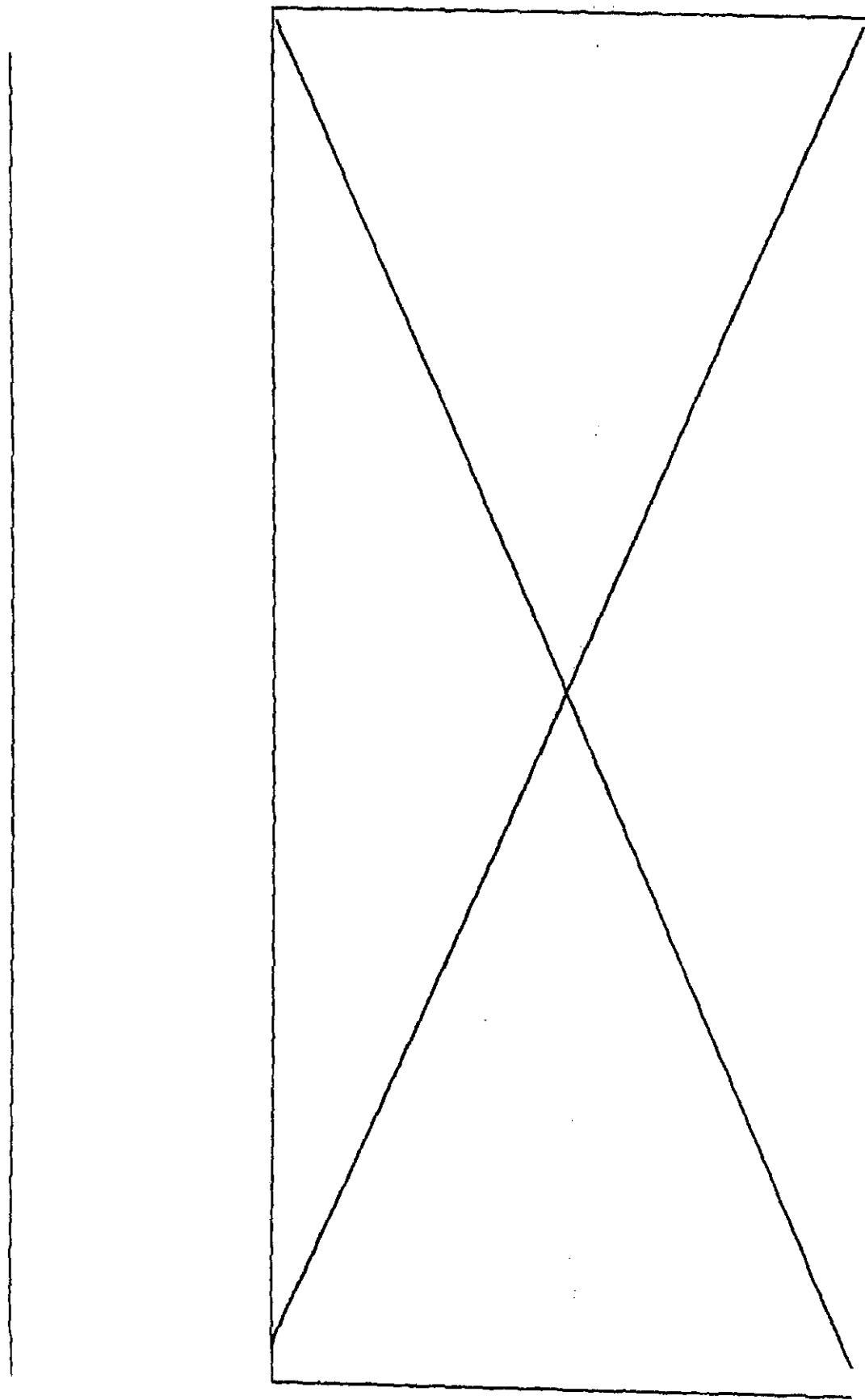
---SIXTH: Value of the Property:
---SEXTO: Valor de la Propiedad:

---Pursuant to the provisions of the Mortgage and Property---
---En cumplimiento de las disposiciones de la Ley Hipotecaria---
Registry Act of Puerto Rico, Borrower value the Property---
y del Registro de la Propiedad de Puerto Rico, el Deudor Tasa---

at an amount equal to the original principal amount of the---
la propiedad en una cantidad equivalente al principal original---

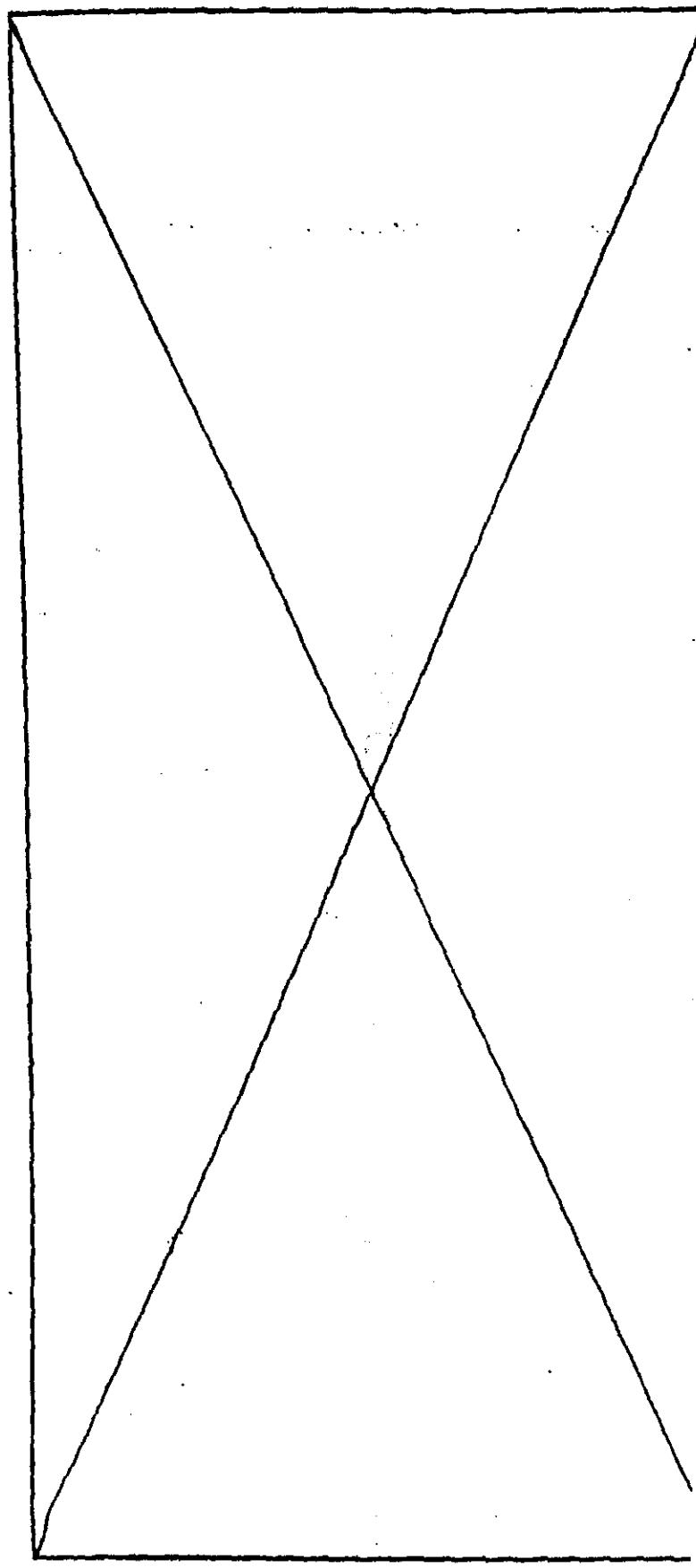
Note secured by this mortgage, which value shall serve as---
del Pagare garantizado por esta hipoteca, cuyo valor servirá---
lowest bid at the first auction in the event of foreclosure.---
como tipo mínimo en la primera subasta en caso de ejecución.---





---El Notario autorizante advierte al Deudor Hipotecario que de los fondos del refinanciamiento otorgado se está(n) pagando, si fuese el caso, el(los) balance(s) de cancelación de la(s) hipoteca(s) que grava(n) la(s) propiedad(es) antes mencionada(s) objeto de esta escritura pública, mediante cheque(s) mostrado(s) al Notario Autorizante, el(los) cual(es) ha(n) de ser remitido(s) al(los) acreedor(es) hipotecario(s), con el propósito de que sea(n) cancelada(s) dicha(s) hipoteca(s), lo cual no constituye una garantía absoluta de que ello así será hecho. El Deudor Hipotecario tiene el derecho de exigir que la(s) referida(s) hipoteca(s) sea(n) cancelada(s) en el mismo acto del refinanciamiento, pero se le advierte al Deudor Hipotecario que en la mayoría de las ocasiones el(los) pagaré(s) hipotecario(s) no está(n) disponible(s) para que sea(n) cancelado(s). El Deudor Hipotecario por la presente, renuncia voluntariamente a dicho derecho, estando consciente de los riesgos y consecuencias que conlleva el que no se cancele(n) dicha(s) hipoteca(s) a pesar de las advertencias hechas por el Notario autorizante en este acto. Se le advierte también al Deudor Hipotecario que el Reglamento 5337 emitido por el Comisionado de Instituciones Financieras de Puerto Rico, en su Artículo 10 dispone y requiere que toda institución financiera que retenga fondos para el saldo de la(s) hipoteca(s) previa(s) del préstamo de refinanciamiento entregue copia, al Deudor Hipotecario, del (los) cheque(s) emitido(s) para saldar el (los) balance(s) de la(s) hipoteca(s) previa(s) del préstamo de referencia. Este Artículo requiere también que el saldo de la(s) hipoteca(s) previa(s) se efectúe dentro de cinco (5) días laborables a partir del cierre del préstamo y que el receptor del pago le notifique al Deudor Hipotecario, dentro de treinta (30) días laborables a partir del recibo del pago, que dicho pago se recibió. Se advierte, además, en los casos aplicables de refinanciamiento, que bajo el "Federal Truth-in-Lending Act" y las regulaciones pertinentes, a menos que el Deudor Hipotecario renuncie al derecho de rescindir, bajo los criterios del Reglamento Z (Truth-in-Lending), la institución financiera no hará desembolso alguno hasta tanto el período de rescisión haya expirado y la institución financiera esté satisfecha que el Deudor Hipotecario no ha rescindido. -----





-- SEVENTH: Appearing Parties ("Borrower").
-- SEPTIMO: Comparecientes ("Deudor").

-JOSE ANGEL HERNANDEZ ORTIZ, Social Security Number

of legal age, single property owner and resident of Toa Alta,
Puerto Rico, personally known to me.



--EIGHTH: Lender: The Lender to which order the Note -----
--Octavo: Prestador: El Prestador a la orden de quien el -----

has been issued and delivered is -----
Pagare se ha emitido y entregado lo es -----

--FIRSTBANK PUERTO RICO, (Employer's Social Security Number
66-0183103) a commercial bank organized and existing under the Laws
of the Commonwealth of Puerto Rico, with principal offices in San Juan,
Puerto Rico. -----

--NINTH: Waiver of Homestead Rights.-----
--NOVENO: Renuncia de Hogar Seguro. -----

-- Borrower hereby waives, in favor of the Lender, to the
-- El Deudor por la presente renuncia, a favor del Prestador, hasta el
fullest extent allowed by law, all homestead and similar rights
limite permitido por ley, todos sus derechos de hogar seguro y derechos similares
conferred upon Borrower by any law, including, without limitation
conferidos al Deudor por cualquier ley incluyendo, sin implicar limitación.

the provisions of the Puerto Rico Right of Homestead (31 L.P.R.A.
las disposiciones sobre derecho de Hogar Seguro de Puerto Rico (31 L.P.R.A.

§ 185 1 - 1857)-----
§ 1851 - 1857).-----

--TENTH: Property Address. The Property Address shall be
--DECIMO: Dirección de la Propiedad. La Dirección de la Propiedad será
the address stated in the Note as the Property Address.
la dirección indicada en el Pagare como Dirección de la Propiedad.-----

----- ACCEPTANCE -----
----- ACEPTACION -----

--The appearing parties accept this Deed in its entirely and I, the -----
--Los comparecientes aceptan esta Escritura en su totalidad y yo, El -----

Notary, made to the appearing parties the necessary legal warnings -----
Notario, hice a los comparecientes las advertencias legales pertinentes -----

concerning the execution of the same, I, the Notary, advised the -----
relativas a su otorgamiento. Yo, el Notario, advertí a las -----

appearing parties as to their right to have witnesses present at this -----
partes comparecientes de su derecho de tener testigos presentes a este -----

execution, which right they waived. The appearing parties having -----
otorgamiento, a cuyo derecho renunciaron. Habiendo los comparecientes -----

read this Deed in its entirety, fully ratify and confirm the -----
leído esta Escritura en su totalidad, la ratificas totalmente y confirman que las -----

statements contained herein as the true and exact embodiment of their -----
declaraciones contenidas en la misma reflejas del y exactamente sus -----

stipulations, terms and conditions. Whereupon the appearing parties
estipulaciones, términos y condiciones en cuya virtud los comparecientes

signed this Deed, before me, the Notary, and signed their initials on .
Firman esta Escritura ante mí, el Notario, y firman sus iniciales en -----

each and every page of this Deed. -----
todas y cada una de las páginas de esta Escritura. -----

...I, the Notary, do hereby certify as to everything stated or con-
---Yo, el Notario, por la presente certifico de todo lo declarado y con-

---tained in this instrument. -----
---tenido en este instrumento -----

...I, the Notary, DO HEREBY ATTEST. -----
---Yo, el Notario, DOY FE. -----

...The Notary hereby clarifies that his office is located in the City
---Yo el Notario por la presente aclara que su oficina está localizada en
of San Juan, Puerto Rico, I, the Notary, DO HEREBY ATTEST AGAIN. --
la Ciudad de San Juan, Puerto Rico, Yo, el Notario REPTO LA FE. -----

---The original of this Deed contains fourteen (14) pages.---

The corresponding Internal Revenue Stamps and the Notarial stamp
have been cancelled on the original of this deed. The signature of
all the appearing parties were written by them on the last page of the
original of this deed, also their initials were written by them on every
page. I Herby certify that the preceding document is a true copy
of the first certified copy of its original in my Protocol to be filed at
the corresponding Registry of Property of Puerto Rico.-----

Notary Public

